INVITATION TO BID	OF 10	BIDS WILL BE PU	JBLICLY O	PENED:
STATE OF LOUISIANA		JUN 15, 20)10 (02:00 PM
DHH-MEDICAL VENDOR ADMIN DHH-OFFICE OF MANAGEMENT & FINANCE		PURCHASING AGEN	ICY NO. :	305PUR
====> VENDOR NO. : SOLICITATION : 2240080				
FILE NO. : OPENING DATE : 06/15/10				
0		SEE NO. 8 BELO	W. RETU	RN BID TO 02:00 PM
VENDOR NAME AND ADDRESS		2240080	06/15/10	02.00 T
====>		DHH-OFFICE OF MA BIENVILLE BLDG 5T 628 N. 4TH STREET PO BOX 1526 BATON ROUGE, LA	TH FLOOR RO	& FINANCE DOM 527-5
		BUYER BUYER PHONE	: (225)	SIE WILLIAMS 342-7616
		DATE ISSUED REQ. AGENCY	: 05/26/ : 32611	1 FOLD HERE>
FILL IN VENDOR NUMBER (FEIN), NAM ADDRESS ABOVE, BEFORE SUBMITTII		AGENCY REQ. NO. ISIS REQ. NO. VENDOR PHONE	CE OF PUBLI : : 13301 :	
		FISCAL YEAR CLASS/SUBCLASS	: 11 : 93856	
		SCHEDULED BEGIN DA SCHEDULED END DATE T-NUMBER		
MAINT. & CALIBRATION OF PORTABLE				
AUDIOMETERS '2011				
TO BE COMPL 1. PLEASE REMOVE FROM THIS COMMODITY CODE.	ETED BY VENDO	PR .		
DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIP WE CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY		SH DISCOUNTS FOR		
LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAC	ILL NOT BE CON	SIDERED IN	:N	
BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHED, OTHER, IF REQUIRED.				
5 BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESUL		•		
INSTRUCTION	IS TO BIDDERS			
READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS,		THER FORMS OF ALTERATION TO UN	IIT PRICES SHOU	ILD BE
INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK.				FOLD HERE>
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION (OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE				NCE"
INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: N/A				
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED.		0% OF BID.		
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOU			EARLY MARKED	WITH
THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPEC 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STA PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD	TE OF LOUISIAN	A INCLUDING BUT NOT LIMITED TO L.		
IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE W	ITH ALL INSTRUC	CTIONS TO BIDDERS, TERMS, CONDITI	IONS AND	
SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INF	UT COLLUSION O	R FRAUD. THIS BID IS TO BE MANUA	LLY SIGNED IN I	NK
VENDOR PHONE NUMBER: TIT	LE		DATE	
FAX NUMBER:				
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		ME OF BIDDER PED OR PRINTED)		

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN
ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

2 CANCELLATION

THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

VENDOR QUALIFICATIONS FOR AUDIOMETERS BID

VENDOR MUST PROVIDE DOCUMENTATION OF A MINIMUM OF FIVE (5) YEARS EXPERIENCE WITH CALIBRATION AND REPAIR OF AUDIOLOGICAL EQUIPMENT REFERENCED IN THESE ATTACHED SPECIFICATIONS.

WORK FOR THIS CONTRACT MUST BE ACCOMPLISHED ACCORDING TO THE STANDARDS ESTABLISHED FOR AUDIOLOGICAL EQUIPMENT BY THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) OR MANUFACTURER RECOMMENDATION IN THE ABSENCE OF AN ANSI STANDARD.

FOR THE WORK PROVIDED FOR THIS CONTRACT, VENDOR MUST POSSESS AND ACCURATELY USE A TYPE 1 SOUND LEVEL METER WITH OCTAVE BAND FILTER. THE VENDOR MUST SHOW CERTIFICATE OF CALIBRATION OF THIS SOUND LEVEL METER DATED WITH THE YEAR OF SERVICE FOR THE ENTIRE TERM OF THE CONTRACT. CALIBRATION OF THE SOUND LEVEL METER MUST BE CONSISTENT WITH STANDARDS SET BY THE BUREAU OF STANDARDS. VENDOR MUST PROVIDE DOCUMENTATION OF CERTIFICATE PRIOR TO AWARD OF THE CONTRACT.

THE DIRECTOR OF THE HEARING, SPEECH AND VISION PROGRAM HSV RESERVES THE RIGHT TO VERIFY THE COMPETENCE OF ANY SERVICE TECHNICIAN OF THE SUCCESSFUL VENDOR BY REQUIRING THAT THE SERVICE TECHNICIAN APPEAR (IN A LOCATION SPECIFIED BY THE DIRECTOR) BEFORE AN ADVISORY BOARD NAMED BY THE DIRECTOR OF HSV. THE ADVISORY BOARD WILL CONSIST IN PART OF COMPETENT, CERTIFIED TECHNICIANS AND WILL VERIFY THE COMPETENCE OF THE VENDOR TO COMPLETE APPROPRIATE CALIBRATION AND REPAIR TECHNIQUES FOR AUDIOMETRIC EQUIPMENT.

SHOULD SUCCESSFUL VENDOR CHOOSE TO SUBCONTRACT THE WORK PROVIDED FOR THIS CONTRACT, DIRECTOR OF HSV MUST APPROVE SUBCONTRACTOR BEFORE THE AWARDING OF THIS CONTRACT. VENDOR MUST SUBMIT SAME INFORMATION REQUIRED ABOVE FOR THE SUBCONTRACTOR PRIOR TO AWARDING OF THE CONTRACT.

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3 COMMODITY CODE: 938-56-000000

DELIVERY TERMS: 030 DAYS ARO

MAINTENANCE & CALIBRATION OF PORTABLE PURETONE AUDIOMETERS (300 EACH) UNDER THE AUSPICES OF THE HEARING, SPEECH, AND VISION PROGRAM FOR THE PERIOD LISTED ON PAGE ONE OF THE BID IN ACCORDANCE WITH ATTACHED SPECIFICATIONS AND SPECIAL CONDITIONS.

CONTACT PERSON @ FACILITY: LORRAINE FARR

THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS-PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS

- 1. INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
- BILLS OF LOADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COSTS, DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

- 1. CANCELLATION
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT
 WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 2. SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED,

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AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER MUST SIGN IN INK

3. AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.

I. GENERAL INFORMATION

THE ABOVE QUANTITIES (300 PORTABLE PURETONE AUDIOMETERS) ARE ESTIMATED TO PROVIDE A BASELINE FOR THIS BID. HOWEVER, BIDDERS SHOULD BE AWARE THAT THE DEPARTMENT OF HEALTH AND HOSPITALS RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITY OF PORTABLE PURETONE AUDIOMETERS NEEDING CALIBRATION AND MAINTENANCE DEPENDING UPON ACQUISITIONS AND LOSS OF EQUIPMENT DURING THIS TIME PERIOD. SINCE THE DEPARTMENT OF HEALTH AND HOSPITALS ALSO RESERVES THE RIGHT TO UTILIZE THE UNIT PRICE BID PROPOSAL FOR ANY INCREASE OR DECREASE REQUIRED, THIS ALTERATION SHOULD BE CONSIDERED IN THE BID OUOTE.

BIDDERS WILL NOT BE HELD RESPONSIBLE TO CALIBRATE AND MAINTAIN PORTABLE AUDIOMETERS FOR WHICH NEEDED PARTS ARE NO LONGER AVAILABLE REIMBURSEMENT IN SUCH INSTANCE WILL BE REDUCED TO DIAGNOSTIC COSTS ONLY (ONE-HALF OF THE UNIT PRICE FOR TOTAL SERVICE).

ALL PARTS DAMAGED OR MISSING BECAUSE OF OTHER REASONS OTHER THAN FAIR WEAR AND TEAR, WILL BE PAID FOR BY THE HEARING, SPEECH, AND VISION PROGRAM, OFFICE OF PUBLIC HEALTH, DEPARTMENT OF HEALTH AND HOSPITALS.

CONTRACTOR AGREES TO PERFORM ALL SERVICES EXPEDITIOUSLY AND TO MAINTAIN ADEQUATE STOCK OF COMMONLY USED PARTS. EXCEPTION IS TAKEN TO DELIVERY DELAYS BY THE PARTS SUPPLIERS WHICH ARE NOT DUE TO THE DERELICTION ON THE PART OF THE CONTRACTOR.

II. PAYMENT SCHEDULE

PAYMENT FOR ALL SERVICES AS LISTED IN THIS CONTRACT WILL BE AS FOLLOWS:

- 1A. AFTER COMPLETION OF THE MAINTENANCE AND CALIBRATION OF MACHINES UNDER THIS CONTRACT, THE CONTRACT PRICE FOR THE NUMBER OF UNITS SERVICED WILL BE DUE AND PAYABLE. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY WORK PERFORMED AND SUBMIT TO THE DIRECTOR OF THE HEARING, SPEECH, AND VISION PROGRAM AN INVOICE FOR THE WORK DONE LISTING EACH MACHINE IN ACCORDANCE WITH THE WORK PERFORMED.
 - B. THE CONTRACTOR IS REQUIRED TO SUBMIT THE MODEL, SERIAL NUMBER, STATE TAG NUMBER AND REGIONAL OFFICE LOCATION ON EACH MACHINE SERVICED. INVOICES WILL NOT BE PAID WITHOUT THIS INFORMATION.

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- 2. PAYMENTS FOR PARTS NOT COVERED UNDER THIS CONTRACT (WHICH HAVE BEEN PREVIOUSLY AUTHORIZED BY THE DIRECTOR OF THE HEARING, SPEECH, AND VISION PROGRAM) WILL BE DUE AND PAYABLE WITHIN THIRTY (30) DAYS AFTER SUBMISSION OF INVOICE BY THE CONTRACTOR TO THE HEARING, SPEECH, AND VISION PROGRAM FOR VERIFICATION AND APPROVAL. THE INVOICE MUST INCLUDE THE MODEL NUMBER, SERIAL NUMBER, STATE TAG NUMBER AND THE REGIONAL OFFICE LOCATION OF MACHINES WHERE PARTS ARE SUPPLIED AND BILLED FOR SEPARATELY UNDER THIS ITEM.
- NON-PERFORMANCE: "NON-PERFORMANCE" SHALL BE DEFINED AS FAILURE
 TO MEET ANY REQUIREMENTS AS SPECIFIED IN THE CONTRACT. NONPERFORMANCE WILL BE AT THE DISCRETION OF THE ADMINISTRATOR
 OF THE FACILITY WHERE SERVICES ARE BEING PROVIDED.
 FIRST NOTICE FIRST NOTICE WILL BE VERBAL; IT WILL BE
 DOCUMENTED FOR THE RECORD. SECOND NOTICE SECOND NOTICE
 WILL BE IN THE FORM OF A WRITTEN NOTICE FROM ADMINISTRATOR
 TO THE DEPARTMENT OF HEALTH AND HOSPITALS ASKING FOR
 CANCELLATION OF THIS CONTRACT. THIS LETTER WILL THEN BE
 FORWARDED TO THE CHIEF PROCUREMENT OFFICER OF THE STATE WHO
 WILL INSTIGATE LEGAL ACTION IN REGARD TO CANCELLATION.
- III. SERVICE SPECIFICATIONS AND SPECIAL CONDITIONS:

SCOPE: THE GENERAL AREA AND PURPOSE OF THIS CONTRACT IS TO OBTAIN SERVICE AND PARTS FOR MAINTAINING, REPAIRING, MODIFYING, AND CALIBRATING THE AUDIOMETRIC AND ASSOCIATED ANCILLARY EQUIPMENT BELONGING TO OR UNDER THE AUSPICES OF THE HEARING, SPEECH, AND VISION PROGRAM, OFFICE OF PUBLIC HEALTH, DEPARTMENT OF HEALTH AND HOSPITALS, 1010 COMMON STREET, SUITE 610, NEW ORLEANS, LA FOR THE PERIOD OF ONE (1)

YEAR.

- A) THIS REQUIRES AN INITIAL SERVICE ON ALL PORTABLE AUDIOMETERS
- B) EXPEDITIOUS REPAIR AND RETURN TO SERVICE ALL AUDIOMETERS THAT SUBSEQUENTLY BREAK DOWN.

MAINTENANCE AND SERVICE IS TO BE PROVIDED AS DESCRIBED BELOW FOR THE PERIOD LISTED ON PAGE ONE OF THE BID SOLICITATION.

- 1. CALIBRATION
- 2. REPAIR
- 3. REPLACE DEFECTIVE PARTS
- 4. FURNISH ALL MINOR PARTS INCLUDING MODEL 51 CUSHIONS, T.I. SWITCHES ATTENUATOR WIPER ARMS, LAMPS, TUBES, TRANSISTORS, DIODES, PORTS, STANDARD SWITCHES, AIR CORDS, BONE CORDS, AND AURAL DOME CUSHIONS.
- 5. FURNISH MAJOR AND/OR UNIQUE PARTS, WHEN NEEDED AND AS AUTHORIZED, AT COST. THIS INCLUDES HEADBANDS, YOKES, FREQUENCY SWITCHES, TRANSFORMERS, CASES, AURAL DOME CUPS, ATTENUATORS AND PHONES AND ANY UNIQUE ITEMS.

REQUIREMENTS:

- 1. ALL EQUIPMENT IS TO BE CALIBRATED TO ANSI STANDARDS.
- ALL MAINTENANCE IS TO BE PERFORMED IN A PROFESSIONAL MANNER AND STANDARD PARTS USED THROUGHOUT.
- 3. CONTRACTOR IS TO ESTABLISH AN AUTHORIZED FACTORY SERVICE

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- CENTER IN THIS STATE AND PERFORM MAINTENANCE AND CALIBRATION ON PORTABLE EQUIPMENT AT SAID SERVICE CENTER.
- CONTRACTOR IS TO COMPLETE INITIAL SERVICE AND CALIBRATION OF 90% OF THE PORTABLE AUDIOMETERS BY DECEMBER 31, 2010.
- AUDIOMETERS WILL BE REPAIRED ON-SITE OR PICKED UP FROM EACH OFFICE IN EACH REGION WITHIN 72 HOURS, AS DIRECTED BY THE PROGRAM DIRECTOR OR SUPERVISOR OF THAT REGION. TWO-WAY SHIPPING WITH 72 HOURS, PAID FOR BY THE CONTRACTOR MAY BE SUBSTITUTED FOR ON-SITE SERVICE FOR REPAIR ONLY.
- THE CONTRACTOR WILL BE REQUIRED TO CONTACT THE PROGRAM DIRECTOR AND EACH REGIONAL SUPERVISOR TO SCHEDULE ON-SITE REPAIRS AND CALIBRATION AT LEAST TWO (2) WEEKS IN ADVANCE. ALTERATIONS OF SCHEDULES MUST SIMILARLY BE HANDLED IN THE SAME MANNER.
- ALL AUDIOMETERS COVERED BY THIS CONTRACT WILL BE REMOVED FROM THEIR CASES, CLEANED, ADJUSTED, LUBRICATED AND REPAIRED AS NEEDED THIS INCLUDES WIRES, PHONE JACKS AND PLUGS. ALL DEFECTIVE AND SUBSTANDARD PARTS WILL BE REPAIRED OR REPLACED.
- CONTRACTOR WILL COMPLETE A CALIBRATION CERTIFICATE ON RECORDS: EACH AUDIOMETER SPECIFYING THE FOLLOWING:
 - A) ATTENUATOR LINEARITY IN 10DB INCREMENTS FROM 70DB TO 10DB ON PORTABLE AUDIOMETERS.
 - B) ACTUAL FREQUENCY OF EACH INDICATED DISCRETE FREQUENCY.
 C) ACTUAL INCREMENT ON SISI FUNCTION WHERE APPLICABLE.

 - D) TOTAL HARMONIC DISTORTION OF EACH FREQUENCY FROM 500 TO 4000 HZ ON PORTABLE AUDIOMETERS.
 - TONE RISE AND DECAY TIMES AND OVERSHOOT.
 - F) SPEECH OUTPUT SPL AT 1000HZ IN RELATION TO THE DECIBEL DIAL ON ALL AUDIOMETERS WITH SPEECH FUNCTION.
 - G) NOISE OUTPUT SPL IN RELATION TO THE DECIBEL DIAL ON ALL NOISE APPLICABLE FUNCTIONS.
 - H) TONE ON/OFF DB RATIO.
 - I) OPPOSITE EAR SIGNAL DB (CROSS TALK).
 - SHOCK HAZARD. INDICATE THAT THE OPEN CIRCUIT POTENTIAL OF AN EXPOSED LIVE PART IS 25 VOLTS OR LESS AND THAT THE CURRENT WITH A 1500 OHM LOAD IS 5 MILLIAMPS OR LESS. SHOCK HAZARD.
 - TEST EQUIPMENT USED WILL BE RECORDED SHOWING MODEL AND SERIAL THIS RECORD WILL ALSO LIST ALL PARTS USED IN THE INITIAL SERVICE AND WILL BE ANNOTATED AT EACH RECALL TO PROVIDE A RECORD OF ALL PARTS AND SERVICE THROUGHOUT THE YEAR. THIS MAINTENANCE AND CALIBRATION RECORD WILL BE FILED IN ROOM 605 STATE OFFICE BLDG., ACCESSIBLE TO CONTRACTOR, AND WILL BE THE PROPERTY OF THE HEARING, SPEECH, AND VISION PROGRAM, OFFICE OF PUBLIC HEALTH, DEPARTMENT OF HEALTH AND HOSPITALS.
 - A COMPLETED CALIBRATION CERTIFICATE MUST BE LEFT WITH EACH PORTABLE AUDIOMETER AFTER SERVICE HAS BEEN PROVIDED.
 - 10. FOR ACCOUNTABILITY AND PAYMENT PURPOSES, THE CONTRACTOR MUST FURNISH, WITH EACH INVOICE AND AT THE END OF THE CONTRACT PERIOD, AN UPDATED EQUIPMENT STATUS REPORT (EQUIPMENT STATUS REPORT FORM WILL BE FURNISHED TO THE CONTRACTOR BY THE DIRECTOR
 - OF THE HEARING, SPEECH, AND VISION PROGRAM).
 AFTER THE INITIAL SERVICE PERIOD OF THE CONTRACT A TRIP WILL BE 11. MADE TO EACH OUTLYING CLINIC COVERED UNDER THIS CONTRACT TO COMPLETE CALIBRATIONS AND REPAIRS AS REQUIRED.
 - CONTRACTOR WILL USE CALIBRATION EQUIPMENT OF THE QUALITY 12. COMPARABLE TO THE TRACOR RA 310 CALIBRATOR OR THE B & K 2200 SERIES. FOR BONE CONDUCTION, A BELTON MODEL S OR B & K 4930

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ARTIFICIAL MASTOID, OR THE EQUIVALENT WILL BE USED. OCTAVE FILTER, B & K MODEL 1613 OR EQUIVALENT WILL BE USED WITH THE SPL METER DURING CALIBRATION, EXCEPT A 1/3 OCTAVE FILTER OR OTHER ACCURATE MEANS, SUCH AS THE RA 310 WILL BE USED TO DETERMINE HARMONIC DISTORTION.

RESPONSIBILITIES:

- MAJOR AND/OR UNIQUE PARTS WILL NOT BE INCLUDED IN THIS CONTRACT. THESE WILL INCLUDE CASES, DIALS, INDUCTOR-TRANSFORMERS, ATTENUATORS, GAUGED SELECTOR SWITCHES, BONE OSCILLATORS RECEIVERS, HEADBANDS, AND NOISE BARRIER CUPS. THE CONTRACTOR WILL HAVE THE RESPONSIBILITY OF NOTIFYING IN WRITING, THE DIRECTOR OF HEARING, SPEECH & VISION PROGRAM OF THE NEED FOR THE MAJOR PART COSTING \$15.00 OR MORE, AND DEPENDING UPON THE AUTHORIZATION TO PROVIDE THESE PARTS, WILL HAVE THE RESPONSIBILITY TO REPLACE THE SAID PARTS WITHOUT ANY ADDITIONAL CHARGE FOR LABOR. THESE PARTS WILL BE COVERED BY AN ADDITIONAL PURCHASE ORDER WITH REFERENCE MADE TO THE PURCHASE ORDER ISSUED FOR THIS CONTRACTOR. THE SAME WILL APPLY TO PORTABLE AUDIOMETERS WITH DAMAGE THAT REOUIRES FACTORY REPAIRS.
- ALL PARTS DAMAGED OR MISSING, BECAUSE OF REASONS OTHER THAN FAIR WEAR AND TEAR, WILL BE PAID FOR BY THE HEARING, SPEECH, AND VISION PROGRAM, OFFICE OF PUBLIC HEALTH, DEPARTMENT OF HEALTH AND HOSPITALS.
- ALL OTHER PARTS, INCLUDING POWER SWITCHES, T.I. SWITCHES ATTENUATOR WIPER ARMS, TUBES, TRANSISTORS, WIRES, CUSHIONS CAPACITORS, RESISTORS, TUBE SOCKETS, PHONE JACKS AND PLUGS, NUTS, BOLTS, SCREWS, AIR CORDS, BONE CORDS, AND ALL OTHER COMMON PARTS USED IN ELECTRONIC SERVICING, WILL BE FURNISHED BY THE CONTRACTOR. CONTRACTOR WILL REPLACE WORN CUSHIONS AS REQUIRED.
- AUTHORIZATION FOR USE OF PARTS TO BE PAID FOR BY THE HEARING, SPEECH, AND VISION PROGRAM, OFFICE OF PUBLIC HEALTH, DEPARTMENT OF HEALTH AND HOSPITALS, MUST BE OBTAINED BY THE CONTRACTOR PRIOR TO USE THEREOF.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE, IN WRITING TO THE DIRECTOR OF THE HEARING, SPEECH, AND VISION PROGRAM, RETIREMENT RECOMMENDATIONS FOR ANY PORTABLE AUDIOMETER. EQUIPMENT CAN BE RETIRED ONLY AFTER APPROVAL BY THE PROGRAM THE ADMINISTRATION RESERVES THE RIGHT TO SEEK A SECOND DIRECTOR. OPINION ON THE NECESSITY TO RETIRE ANY PIECE OF EQUIPMENT.

SERVICES:

- CONTRACTOR AGREES TO PERFORM ALL SERVICES, FURNISH ALL PARTS, AND 1. MAKE TRIPS REQUIRED BY OR DESCRIBED ABOVE.
- CONTRACTOR AGREES THAT ALL REPAIRS WILL BE MADE WITHIN SEVEN (7) DAYS, AND LOANER UNITS WILL BE PROVIDED IF REPAIRS NECESSITATE LONGER THAN SEVEN (7) DAYS.
- CONTRACTOR IS TO ESTABLISH AN AUTHORIZED FACTORY SERVICE CENTER IN THIS STATE AND STORE AND MAKE MAXIMUM USE OF PARTS FROM SALVAGED AUDIOMETERS.

AT THE OPTION OF THE DIVISION OF ADMINISTRATION AND THE HEARING, SPEECH, AND VISION PROGRAM, OFFICE OF PUBLIC HEALTH, DEPARTMENT OF HEALTH AND HOSPITALS AND ACCEPTANCE BY THE CONTRACTOR, THE CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE AND TERMS.

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CONTRACTUAL SERVICES: IN THE EVENT THIS AGENCY IS MOVED FROM THE PREMISE, THE AGENCY RESERVES THE RIGHT TO CANCEL THE CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

INSURANCE IS REQUIRED ON THIS CONTRACT AND MUST BE SUBMITTED UPON THE CONTRACTOR AND SUBCONTRACTOR SHALL TAKE OUT AND A) MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMEN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THIS CONTRACT AT THE SITE OF THE PROJECT IS NOT PROTECTED UNDER THE WORKMEN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED. B) THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT SUCH PUBLIC THE CONTRACTOR SHALL LIABILITY AND PROPERTY DAMAGE INSURANCE AS SHALL PROTECT HIM AND ANY SUBCONTRACTOR PERFORMING WORK COVERED BY THIS CONTRACT FROM CLAIM FOR DAMAGES, PERSONAL INJURY, INCLUDING ACCIDENTS, DEATH OR PROPERTY DAMAGES, WHICH MAY OCCUR FROM OPERATING UNDER THIS CONTRACT, WHETHER SUCH OPERATIONS BE BY HIMSELF OR BY ANY SUBCONTRACTOR, BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM, AND THE AMOUNTS OF SUCH INSURANCE SHALL BE AS FOLLOWS: PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN \$25,000.00 FOR INJURIES, INCLUDING ACCIDENTAL DEATH TO ANY ONE PERSON, AND SUBJECT TO THE SAME LIMIT FOR EACH PERSON IN AN AMOUNT NOT LESS THAN \$50,000.00 ON ACCOUNT OF ONE ACCIDENT, AND PROPERTY DAMAGE INSURANCE IN AN AMOUNT NOT LESS THAN \$25,000.00.

PERFORMANCE BOND: DEPARTMENT OF HEALTH AND HOSPITALS RESERVES THE RIGHT TO REQUEST FOR A PERFORMANCE BOND IN THE FULL AMOUNT OF THE AWARD. IF DEPARTMENT OF HEALTH AND HOSPITALS EXERCISE THE OPTION, IT MUST BE RECEIVED WITHIN FIVE (5) WORKING DAYS OF REQUEST.

PHYSICAL LOCATION OF (300) PORTABLE AUDIOMETERS:

REGION I: METROPOLITAN REGION I OFFICE
1010 COMMON STREET- 7TH FLOOR
NEW ORLEANS, LA 70112
CONTACT PERSON: LORRAINE FARR
TELEPHONE: 504-568-5028
NO. OF PORTABLE AUDIOMETERS: 82

REGION II: CAPITOL REGION II OFFICE
7173 FLORIDA BLVD. - SUITE A
BATON ROUGE, LA 70806
CONTACT PERSON: REGINA PEAIRS
TELEPHONE: 225-925-7200
NO. OF PORTABLE AUDIOMETERS: 47

REGION III: CSHS REGION III OFFICE
2535 VETERANS BLVD.
THIBODAUX, LA 70301
CONTACT PERSON: MELINDA PEAT
TELEPHONE: 985-871-1300
NO. OF PORTABLE AUDIOMETERS 22

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ACADIAN REGION IV OFFICE REGION IV:

BRANDYWINE III, STE. 100 BLDG 3 825 EAST KALISTE SALOOM ROAD

LAFAYETTE, LA 70508

CONTACT PERSON: MEAGAN GUILBEAU

TELEPHONE: 337-262-5616 X 193 NO. OF PORTABLE AUDIOMETERS: 40

REGION V: SOUTHWEST REGION V OFFICE 707-A EAST PRIEN LAKE ROAD

LAKE CHARLES, LA. 70601

CONTACT PERSON: JEANNE FONTENOT TELEPHONE: 337-475-3208 NO. OF PORTABLE AUDIOMETERS 18

REGION VI: CENTRAL REGIONAL HCSP OFFICE

5604 COLISEUM BLVD. - SUITE B

ALEXANDRIA, LA 71303 CONTACT PERSON: SUSAN HEBERT TELEPHONE: 318-487-5282

NO. OF PORTABLE AUDIOMETERS 28

REGION VII: NORTHWEST REGION VII OFFICE 1525 FAIRFIELD AVE., 5TH FLOOR

SHREVEPORT, LA 71130

CONTACT PERSON: JERRE PERRY TELEPHONE: 318-676-7489 NO. OF PORTABLE AUDIOMETERS 32

REGION VIII: NORTHEAST REGION VIII OFFICE

1650 DESIARD ST.-2ND FLOOR

MONROE, LA 71211 CONTACT PERSON: SUE JONES OR JOY CAMP TELEPHONE: 318-362-5211 OR 318-361-7282 NO. OF PORTABLE AUDIOMETERS 31

REGION IX

MANDEVILLE REGION IX OFFICE 21454 KOOP DRIVE STE. 1C MANDEVILLE, LA 70471

CONTACT PERSON: MELINDA PEAT

TELEPHONE #: 985-871-1300

NO. OF MACHINES -

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4 INSURANCE REQUIREMENTS:

CONTRACTOR SHALL PROCURE AND MAINTAIN FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, THE CONTRACTOR SHALL MAINTAIN LIMITS NO EMPLOYEES OR SUBCONTRACTORS. LESS THAN:

- 1)
- COMMERCIAL LIABILITY: \$500,000 COMBINED SINGLE LIMITS PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE. AUTO LIABILITY: PROOF MAY BE REQUIRED. THIS WILL DEPEND ON THE CONTRACT TYPE. MUST BE PROVIDED WITHIN 5 DAYS OF REQUEST. 2)
- WORKER'S COMPENSATION AND EMPLOYERS LIABILITY: WORKERS COMPENSATION LIMITS AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA AND EMPLOYERS LIABILITY COVERAGE. EXCEPTION: EMPLO: LIABILITY LIMIT IS \$500,000 WHEN WORK IS TO BE OVER WATER AND EXCEPTION: EMPLOYERS INVOLVES MARITIME EXPOSURE.

ADDITIONAL COVERAGE: IN ADDITION TO THE FOREGOING, CONTRACTOR SHALL PROVIDE \$.60 PER LB. IF APPLICABLE TO THE CONTRACT TYPE. THE AGENCY, ITS OFFICERS, OFFICIALS, EMPLOYEES, BOARDS AND COMMISSIONS AND VOLUNTEERS ARE TO BE ADDED AS "ADDITIONAL INSUREDS" AS RESPECTS LIABILITY ARISING OUT OF ACTIVITIES PERFORMED BY OR ON BEHALF OF THE CONTRACTOR; PRODUCTS AND COMPLETED OPERATIONS OF THE CONTRACTOR, PREMISES OWNED, OCCUPIED OR USED BY THE CONTRACTOR. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED THE AGENCY, ITS OFFICERS, OFFICIALS, EMPLOYEES OR **VOLUNTEERS**.

5 BID DELIVERY INSTRUCTIONS FOR DHH CONTRACTS AND PROCUREMENT SUPPORT: BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:

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DHH DIVISION OF CONTRACTS AND PROCUREMENT SUPPORT PO BOX 1526
BATON ROUGE, LA 70821-1526

(PO BOX IS PICKED UP AT 7:30 CST EACH MORNING. MAIL PLACED IN BOX AFTER THAT TIME WILL NOT BE PICKED UP UNTIL THE FOLLOWING DAY.)

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

DHH DIVISION OF CONTRACTS AND PROCUREMENT SUPPORT BIENVILLE BUILDING, 5TH FLOOR, ROOM 527-5 628 N. 4TH STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT IT'S COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE DHH DIVISION OF CONTRACTS AND PROCUREMENT SUPPORT IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF IT'S BID. FAILURE TO MEET THE BID OPENING DATE AND TIME SHALL RESULT IN REJECTION OF THE BID.

- 6 IN THE EVENT THE STATE CHOOSES TO MAINTAIN THE EQUIPMENT THROUGH THE STATEWIDE EQUIPMENT MAINTENANCE PROGRAM CONTRACT, THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT, IN WHOLE OR IN PART, WITH NINETY (90) DAYS WRITTEN NOTICE.
- 7 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 8 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.
- 9 ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY.
- 10 IT SHALL BE DISTINCTLY AGREED AND UNDERSTOOD THAT THE PRICE QUOTED MUST BE A FIRM PRICE, AND NOT BE SUBJECT TO CHANGE AT TIME OF SHIPMENT.

PRICE S	HEET	INVITATI	ON TO B	ID		ı
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: DHH-OFFICE OF PUBLIC HEALTH HEARING, SPEECH & VISION PROGRAM SUITE 610 1010 COMMON STREET NEW ORLEANS, LA 70112					
00001	COMMODITY CODE: 938-56-000000 MAINTENANCE AND CALIBRATION OF PORTABLE PURETONE AUDIOMETERS (300 EACH) UNDER THE AUSPICES OF THE HEARING, SPEECH AND VISION PROGRAM FOR THE PERIOD FROM 07/01/10 THRU 06/30/11 IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND SPECIAL CONDITIONS. UNIT PRICE PER MACHINE IS \$ CONTACT PERSON @ FACILITY: LORRAINE FARR @ 504-568-5028. SPECIFY BRAND (& NUMBER IF APPLICABLE)	300	EACH			